

Meredith Ball <custsvc@nationalautoprotectioncorp.com>

4/27/2017 10:56 AM

A Message From National Auto Protection Corp.

To [REDACTED]



Dear Diana Mey,

Here is the Policy Card for your 2013 LINCOLN MKX.



Please print your card
(shown at right), fold in
half, and keep it in your
vehicle

National Auto Protection Corp.

Diana Mey
[REDACTED]

Contract#: \$\$PROVISIONAL

Exp: 05/26/2021 **Ded:** 100

Coverage: ELEMENT EP

Claims Phone#: 855-500-6287

Roadside: 877-272-4465

◀ Cut around box and fold here ▶

In The Event Of A Breakdown

1. Insure your safety and that of your passengers; protect your vehicle from further damage.
 2. Deliver your vehicle to a licensed repair facility.
 3. Give the repair facility permission to determine the cause of the breakdown, the required repairs, and the cost of such repairs.
(NOTE: This may include diagnosis and teardown)
 4. Instruct the repair facility to call the claims authorization number shown in your contract prior to starting any repairs.
 5. The contract administrator will provide a corporate credit card to pay for covered repairs.
- * Refer to your contract for complete instructions & contract details

KEEP THIS CARD IN YOUR MOTOR VEHICLE AT ALL TIMES

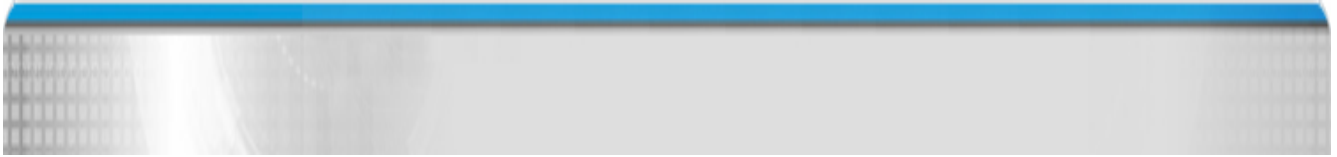
Get the app



Diana, Thank you for Your Business

The information show above is NOT a complete description of the coverage, terms, conditions, limitations, exclusions, and other requirements. Read the actual document providing protection for complete details.

@



AGREEMENT PERIOD

Terms for coverage are measured from the **Contract** sale date and the **Vehicle** odometer mileage reading at the time of sale. **THIS SERVICE CONTRACT HAS A WAITING PERIOD OF ONE MONTH AND 1,000 MILES.** During this waiting period, only the benefits listed under "TOWING BENEFIT/ROADSIDE SERVICE" will apply. Any other claim filed during this waiting period will not be covered. This one month and 1,000 miles will be added to the end of the term listed above. This **Contract** begins on the **Contract** sale date and expires on the mileage or expiration date listed above, whichever occurs first.

ADDITIONAL BENEFITS

RENTAL CAR REIMBURSEMENT: If **Your Vehicle** sustains a **Failure or Tire Failure** resulting in a **Covered Repair**, then **You** may qualify for rental car reimbursement for up to \$30 per day, with a 5 day maximum, not to exceed \$150 per occurrence. Rental coverage is contingent on the labor time required to replace/repair **Covered Components** authorized by the **Administrator**. The **Administrator** will use factory labor times or industry recognized flat-rate manuals to determine the required repair time. However, this time excludes the downtime waiting for parts or other delays beyond the control of the **Licensed Repair Facility** or the **Administrator**. The labor time necessary for rental reimbursement is as follows: 1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days; etc. **Your** rental car benefits will not continue beyond the day the repairs are completed and **You** are notified of completion. All vehicles must be rented from a licensed auto rental facility.

TRIP INTERRUPTION: If **You** are more than 100 miles from **Your home** and **Your Vehicle** is in need of **Emergency Repairs**, then **You** may qualify for Trip Interruption benefits that include lodging and meal reimbursement for up to \$75 per day, with a 3 day maximum, not to exceed \$225 per occurrence. This benefit applies when a **Licensed Repair Facility** must keep **Your Vehicle** overnight to repair **Your Vehicle**, but it does not extend beyond the day the repairs are completed. For lodging and meal reimbursement, please save all receipts and contact the **Administrator** for instructions. Receipts must be legible and verifiable. Handwritten receipts will not be accepted. The Trip Interruption benefit is only available where allowed by law.

TOWING BENEFIT/ROADSIDE SERVICE: In the event **Your Vehicle** is disabled, Roadside Services will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is inoperable, Roadside Services will arrange to have **Your Vehicle** transported, once per claim, to the nearest **Licensed Repair Facility** for a maximum of \$100 per occurrence.

To obtain service for Towing/Roadside Assistance, **You** may contact 844-286-4487 – Producer Code: 86226 Plan: AB or Matrix Warranty Solutions at 1-855-500-MATRIX (6287).

Coverage: **You** are entitled to one (1) service per claim governed by one (1) paid service within 72-hours. Services available to **You** for a maximum of \$100 per occurrence are towing; and roadside assistance services for the following: a battery jumpstart; flat tire change; fuel delivery (**You** are responsible for the actual cost of the delivered materials); lockout (access to passenger compartment only).

Reimbursement: This is not a reimbursement service. In the event **You** have contracted for covered serviced on **Your own** **You** may submit **Your** original receipted road service expenses for reimbursement consideration. Maximum reimbursement for covered services NOT obtained through our toll-free number is strictly limited to a maximum of \$75. Claim forms may be obtained online at www.nsdclaims.com or by calling toll-free 1-888-684-9327.

Service Provider Network: All roadside assistance services and benefits are administered by Nation Motor Club, LLC dba Nation Safe Drivers located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. *Residents of Alabama, Alaska, Utah and Virginia:* All roadside assistance services and benefits are administered by Nation Safe Drivers Services, Inc. located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE
STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-855-500-MATRIX (6287) FOR AUTHORIZATION AND INSTRUCTIONS.**

OTHER IMPORTANT INFORMATION

THIS **CONTRACT** IS NOT AN INSURANCE POLICY; IT IS A **SERVICE CONTRACT** BETWEEN YOU AND THE **ADMINISTRATOR OBLIGOR**. ANY CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS **CONTRACT** IS INVALID AND OF NO FORCE OR EFFECT. IF ANY INFORMATION ON THIS **CONTRACT** IS IN ERROR, CONTACT THE **SELLING COMPANY** OR **ADMINISTRATOR** IMMEDIATELY. PURCHASE OF THIS **CONTRACT** IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR TO OBTAIN VEHICLE FINANCING.

A. MAINTENANCE AND RECORDS

To obtain the benefits provided by this **Service Contract**, You are required to provide maintenance to **Covered Components** at a **Licensed Repair Facility** in accordance with what is recommended by the manufacturer of Your **Vehicle**. Proper documentation and verifiable receipts for all maintenance and repairs may be required in the event of a claim. Receipts must reflect proper **Vehicle** documentation (i.e. year, make, and model), complete **Vehicle** Identification Number, and the current mileage of the **Vehicle**. Handwritten receipts will not be accepted. Failure to provide proof of required maintenance may result in denial of coverage.

B. WHAT IS COVERED

Only those items listed under the "Enhanced Powertrain Coverage" and "Tire Coverage" headings in this section, "WHAT IS COVERED," are covered, subject to the terms and conditions of this **Contract**, and in accordance with the coverage and surcharges indicated on the first page of this **Contract**.

Enhanced Powertrain Coverage

Covered Components are categorized by related vehicle systems. If a **Covered Component Fails** during the term of this **Contract**, the **Administrator** will pay for the repair or replacement of the **Covered Component**, subject to the terms and conditions herein.

ENGINE COMPONENTS: Cylinder Block and Cylinder Heads; all internal **Lubricated Parts** of the Engine; Turbocharger; Supercharger; Harmonic Balancer; Timing Gear; Timing Chain; Timing Belt; and Water Pump.

TRANSMISSION COMPONENTS: Transmission Case and all internal **Lubricated Parts** of the Transmission; Torque Converter; Flywheel/Flex Plate; and Vacuum Modulator.

TRANSFER CASE COMPONENTS: Transfer Case and all internal **Lubricated Parts** of the Transfer Case.

DRIVE AXLE COMPONENTS: Drive Axle Housing and all internal **Lubricated Parts** of the Drive Axle; Drive Shafts; Universal Joints; Constant Velocity Joints; and Locking Hubs.

AC/HEATING COMPONENTS (OEM or DEALER INSTALLED ONLY): Condenser; Compressor; Compressor Clutch; Evaporator; Accumulator Dryer; Expansion Valve; Condenser Fan; and Condenser Fan Motor.

COOLING COMPONENTS: Cooling Fan; Cooling Fan Motor; and Fan Clutch.

FUEL SYSTEM COMPONENTS: Fuel Delivery Pump; Fuel Injection Pump; Metal Fuel Lines; Fuel Pressure Regulator; Fuel Sending Unit; and Fuel Gauge.

ELECTRICAL COMPONENTS: Alternator/Generator; A/C Blower Motor; Starter Motor; Starter Solenoid; Starter Drive; Horns; Windshield Wiper Motors; Windshield Washer Pump; Power Antenna Motor; Power Window Motors; Window Regulators; Power Door Lock Actuators; Power Trunk Release; and all Manually Operated Switches.

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SEALS AND GASKETS: If you selected and paid the Seals and Gaskets surcharge as indicated on the first page of this **Contract** and **Your Vehicle** has less than 125,000 miles at time this **Contract** is sold, leaking seals and gaskets on any **Covered Component** listed above will be covered, subject to the terms and conditions herein. Minor loss of fluid or seepage is considered normal and is not considered a **Mechanical Breakdown**.

HYBRID COMPONENTS: Hybrid Transaxle; Electronic Transmission; Inverter; Generator(s); and Electronic Display Monitor.

Tire Coverage

Coverage afforded under this **Service Contract** applies ONLY to the D.O.T. approved and manufacturer-specified tires on **Your Vehicle** at the time of delivery. In the event of a **Covered Tire Repair**, any D.O.T. approved or manufacturer-specified replacement will also be covered for the remainder of **Your term**. In the event of a **Covered Tire Repair**, the following stipulations apply:

1. **Tire Repairs:** The **Administrator** will reimburse **You** up to \$20 (per tire per single visit) of the **Cost** to repair **Your** tire.
2. **Tire Replacement:** The **Administrator** will reimburse **You** up to one hundred dollars (\$100.00) toward the **Cost** for each tire replacement per single visit, up to a maximum aggregate per **Contract** term of four hundred dollars (\$400.00). **You** must have more than 3/32" tread depth remaining to be eligible for reimbursement.

C. LIMITS OF LIABILITY

Our limit of liability for tire replacements will not exceed an aggregate amount of \$400.00 per contract term. For all other repairs or replacements, Our liability per repair visit, under any circumstances, will not exceed the NADA "clean trade-in" value of the **Vehicle** immediately prior to **Breakdown**. The total of all benefits paid or payable under this **Contract** will not exceed the price paid for the **Vehicle** (excluding tax, title and license fees) by the original purchaser of this **Service Contract**. A copy of the Bill of Sale may be requested for verification. Our liability for incidental and consequential damages including, but not limited to personal injury, physical damage, property damage, loss of **Vehicle** use, loss of time, inconvenience and commercial loss resulting from the operation, repair, maintenance, or use of this **Vehicle** is expressly excluded.

D. WHAT IS NOT COVERED

In accordance with the coverage indicated on the front page of this **Service Contract**, any part not specifically listed in the "WHAT IS COVERED" section is not covered. In addition, this **Service Contract** does not cover the items under the "Enhanced Powertrain" and "Tire" headings in this section.

Enhanced Powertrain

1. Any repair that has not received prior authorization from the **Administrator**. This exclusion does not apply to Emergency Repairs.
2. The repair or replacement of any motor vehicle component that was not properly operating in accordance with manufacturer's specifications at the time this **Service Contract** was sold (i.e. pre-existing conditions).
3. Any **Vehicle** with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, fire, or gray market).
4. Any **Vehicle** that has been repurchased by or had its price renegotiated with the manufacturer. Any **Vehicle** that has had the manufacturer's warranty revoked, voided, or cancelled; or any **Vehicle** that never came with a manufacturer's warranty.
5. The repair, modification, or replacement of any component that has not Failed, as defined by this **Contract**.

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6. The repair, retrofit, or replacement of any component required for compliance by any local, state, or federal law or legislation.
7. The gradual reduction in component performance through normal or excessive usage. The repair or replacement of engine valves, valve guides, valve seals, and/or piston rings is not covered if the purpose of such repair(s) is simply to raise the compression of the engine, increase performance, or to reach acceptable oil consumption.
8. Damage due to the alteration, modification, or use of Your Vehicle in a manner not recommended by the manufacturer, including the use of "non-stock" or modified parts.
9. Any Mechanical Breakdown covered by an insurance entity, the manufacturer's warranty or recall; or any component with a warranty or "repairer's guarantee" through a repair facility. Additionally, if an insurance entity, the manufacturer, or Licensed Repair Facility notifies You that they will monetarily participate in a repair that has been authorized and paid by Us, then We will exercise Our right to recover the respective amount.
10. Any Vehicle with an odometer that has been tampered with, altered, disconnected, or not maintained in working order. You may be required to provide an odometer statement at the time of sale of this Service Contract.
11. Any Mechanical Breakdown or Failure caused by (a) normal or excessive wear and tear; (b) Your failure to provide the proper maintenance to the failed part or parts; (c) overheating, regardless of the cause of overheating; (d) incorrect, contaminated, or inadequate amounts of coolant, lubricants, or fluids; (e) accidental loss or damage, impact, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion; or (f) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE.
12. Cosmetic damage or cosmetic related repairs (e.g. scratches, nicks, dents, or tears).
13. Body components or repairs related to the body of the Vehicle (e.g. bumpers, lenses, glass, paint, convertible or vinyl tops, sheet metal, outside ornamentation, frame or structural body parts, air or water leaks, wind noise, weather strips, squeaks or rattles, trim, upholstery, carpet, or mats).
14. Navigational systems.
15. The following, unless required in conjunction with a Covered Repair: upgrades, adjustments, alignments, oil, fluids, greases, lubricants, or refrigerant.
16. Maintenance services and parts described in the manufacturer's maintenance schedule for Your Vehicle. NOTE: During the term of this Service Contract, it may become necessary to (a) replace spark/glow plugs and wires, emission control valves, timing belts, drive belts, distributor caps and rotors, and filters; (b) adjust belts, ignition, transmission bands, or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; and (d) maintain or replace items not specifically covered under this Service Contract. These aforementioned services and replacements are required because of normal wear and usage—they are Your responsibility. Costs for these services and parts are not covered by this Service Contract.
17. Any expenses associated with shop supplies, materials charges (i.e. miscellaneous items not directly associated with a Covered Repair), hazardous waste charges, diagnosis time (where a Covered Mechanical Breakdown has not occurred), freight charges, or storage charges.
18. Vehicles used for commercial towing, dump or refuse collection, hauling or towing loads weighing in excess of Vehicle manufacturer's specifications, taxi, livery, shuttle, rental, construction, racing or competitive driving, emergency services, or Vehicles equipped with a snow plow.

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19. Business Use Vehicles, unless the Business Use surcharge is selected and paid at the time this Contract is sold.
20. Vehicles operated by more than one person or Vehicles using multiple drivers over a period of time due to shift work.
21. The repair or replacement of the following: (a) batteries and battery cables, including batteries and battery cables for Hybrid Vehicles; (b) exhaust system components and catalytic converters; (c) shock absorbers; (d) fasteners, nuts, bolts, clips, screws; (e) fuses and bulbs; (f) safety restraint systems (including air bags); (g) brake linings, rotors, and drums; (h) sealed beams and LED or HID headlamp assemblies; (i) wiper blades, hoses, molded rubber, and rubber-like items; (j) clutch disc and linings, clutch pressure plate, clutch throw-out bearings, pilot bearings; (k) bent shift forks, stretched timing chains; and (l) cellular phones.
22. Any losses resulting from delays, labor strikes, loss of time, inconvenience, or other causes beyond the control of the Administrator or Licensed Repair Facility.
23. The repair or replacement of any Covered Component that has been damaged by a non-Covered Component or from an improper repair.
24. The repair or replacement of any non-Covered Component damaged as a result of the Failure of a Covered Component.
25. Vehicles registered or needing repairs or replacements outside of the contiguous United States, Alaska, or Hawaii.
26. Convertible top assemblies; television/VCR/DVD players; game centers; audio/video equipment and audio/video accessories; all touch screen and/or voice activated accessories, including related display screens and heads up displays on windshields; electronic transmitting/receiving devices; voice recognition systems; remote control consoles; security systems; and radar detection devices.
27. Any component or part of a component that enables a Vehicle to be propelled by any source of power other than gasoline, diesel fuel, or E85 ethanol. In addition, components belonging solely to any of the following (unless otherwise stated in this document): Hybrid Vehicles, Plug-In Hybrid Vehicles, Electric Vehicles, Extended-Range Electric Vehicles, or Hydrogen-Powered Vehicles. The Hybrid Battery is not covered in any instance.

Tire

Stipulations noted under the "Enhanced Powertrain" heading in this section, "WHAT IS NOT COVERED," also apply to Your Vehicle's tires. In addition, the following tire-specific exclusions apply:

28. Destruction or damage to a tire due to off-road Vehicle use, construction site use, or an impact with an engineered obstruction in the highway or roadway (including, but not limited to curbs).
29. Any repair or replacement due to dry-rot, cracking, or peeling of tread.
30. Tires that prematurely fail because of overloading, improper loading, or improper inflation.
31. Used, retread, or remanufactured tires.
32. Tires that are not D.O.T. certified or that do not meet the specifications prescribed by the manufacturer of the Vehicle listed in this Service Contract.
33. Any Tire Failure occurring when any portion of the tread depth on the failed tire is 3/32 of an inch or less.
34. Tires transferred from another vehicle.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE
STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-855-500-MATRIX (6287) FOR AUTHORIZATION AND INSTRUCTIONS.**

E. WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN OR A TIRE FAILURE

1. Take immediate action to prevent further damage to **Your Vehicle**. Any damage resulting from continued operation of an impaired **Vehicle** will constitute failure to protect **Your Vehicle** and will not be covered under this **Service Contract**.
2. **You** may deliver **Your Vehicle** to the **Licensed Repair Facility** of **Your** choice. However, authorization must be obtained from the **Administrator** prior to any repair.
3. Present this **Contract** to the **Licensed Repair Facility**. The **Administrator** may also require **You** to provide the **Licensed Repair Facility** with proof of all relevant maintenance as expressed under "MAINTENANCE AND RECORDS".
4. Ensure that the **Licensed Repair Facility** contacts the Claims Department for instructions prior to any repairs. The Claims Department can be reached at **1-855-500-MATRIX (6287)** from 7:00 A.M. – 7:00 P.M. (CST) Monday – Friday and 8:00 A.M. – 2:00 P.M. (CST) on Saturday. **AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.**
5. If **Emergency Repairs** are required, deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the **Administrator** at **1-855-500-MATRIX (6287)**. The **Administrator** will determine the reimbursement eligibility in accordance with the terms and conditions of this **Service Contract**.
6. In all instances, if **Your** repair is a **Covered Repair** or **Covered Tire Repair**, then **You** are required to pay the **Licensed Repair Facility** the deductible amount reflected on the first page of this **Contract**. In addition, **You** are also required to pay for anything not authorized by the **Administrator**.

F. WHAT THE ADMINISTRATOR WILL DO WHEN A CLAIM IS REPORTED

The **Administrator** will determine the extent of coverage, subject to the terms and conditions of this **Contract**. To that end, the **Administrator** will verify the **Failure** or **Tire Failure** with the **Licensed Repair Facility**, verify coverage, determine the **Cost** of the **Covered Repair** or **Covered Tire Repair** subject to the terms, conditions, and limitations of this **Contract**, and authorize the claim. The claim is not approved unless authorization numbers are given to the **Licensed Repair Facility**.

NOTE: (1) At the sole discretion of the **Administrator**, **Failed** parts or **Failed Tires** may be replaced with new parts or tires, remanufactured parts or tires, or used parts or tires of like kind and quality.

(2) We reserve the right to inspect **Your Vehicle** to verify **Failure(s)** or **Tire Failure(s)**. In addition, if a dispute arises between the **Licensed Repair Facility** and **Us**, We reserve the right to relocate **Your Vehicle** to a **Licensed Repair Facility** of **Our** choice. In the event the **Administrator** determines that a repair in question is not a **Covered Repair** or a **Covered Tire Repair**, then **You** are responsible for any cost incurred.

G. STATE SALES TAX

The payment of sales tax on **Covered Repairs** or **Covered Tire Repairs** will be made in accordance with the regulations of the Taxing Authority in the state where **Your Vehicle** has been repaired.

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PLEASE CALL 1-855-500-MATRIX (6287) FOR AUTHORIZATION AND INSTRUCTIONS.**

H. DEFINITIONS

- **ADMINISTRATOR OBLIGOR and ADMINISTRATOR:** Dealers Alliance Corporation, P.O. Box 30250, Albuquerque, NM 87190, 1-800-519-1566.
- **BUSINESS USE: Vehicles** used primarily for profit, such as repair work, route work, service work, and delivery. **Vehicles** used for farm work or oil field work are included under this definition and are eligible for coverage if their primary use is transportation and not off-road work. Other examples include, but are not limited to floral delivery, cable TV repair, plumbing, vending machine services, catering, medical supply delivery, home repairs, and realty services.
- **COST:** The customary and reasonable charges for the parts and labor necessary to repair or replace **Covered Components** or **Covered Tires**. **Cost** will not exceed either the manufacturer's suggested retail (list) price for parts or the labor allowances derived from industry-recognized flat-rate manuals. The labor rate must be authorized by the **Vehicle** manufacturer for franchised dealers and cannot exceed the average retail rate charged by similar repair facilities in the same area. All charges are subject to the limits of liability, the terms and conditions of this **Service Contract**, and the **Administrator's** approval.
- **COVERED BREAKDOWN or COVERED MECHANICAL BREAKDOWN:** A **Breakdown** that is covered by this **Contract**.
- **COVERED PART(S) and COVERED COMPONENT(S):** Any part of the **Vehicle** listed herein as a **Covered Part/Component** and not excluded from coverage by this **Service Contract**.
- **COVERED REPAIR:** A repair to a **Covered Part/Component** that is authorized by the **Administrator**.
- **COVERED TIRE:** A tire that conforms to **Vehicle** manufacturer's specifications and was D.O.T. approved at the time of sale, or any equivalent replacement tire on the **Vehicle** when it was delivered.
- **COVERED TIRE REPAIR:** A repair to a **Covered Tire** that is authorized by the **Administrator**.
- **EMERGENCY REPAIRS:** Repairs made outside of **Administrator's** business hours, which, if not performed, would impair the future operation of **Your Vehicle**, or render **Your Vehicle** inoperable or unsafe to drive.
- **FINANCE COMPANY:** Any financial institution providing financing for the purchase of this **Service Contract**.
- **LICENSED REPAIR FACILITY:** Any automotive repair facility that has been licensed to perform automotive repairs by the state in which it operates.
- **LUBRICATED PART:** A part that requires lubrication to function correctly.
- **MECHANICAL BREAKDOWN, BREAKDOWN, FAILURE, FAILS, or FAILED:** The inability of any **Covered Component(s)** that has received proper maintenance, as prescribed by this **Service Contract**, to function in the manner for which it was designed. This inability must be the result of defective material or faulty workmanship, not due to the gradual reduction in component performance through normal or excessive usage. In addition, a **Failed** part must be outside the allowable tolerances prescribed by the manufacturer to be deemed a **Failure**. This is distinguished from **Tire Failure**, as defined in this section.
- **ROAD HAZARD:** Potholes or debris on the surface of a road (such as nails, glass, rocks, or tree limbs) which may cause damage to your **Covered Tire**.
- **SELLING COMPANY:** The entity identified on the first page of this **Contract** from whom **You** purchased this **Service Contract**.
- **SERVICE CONTRACT or CONTRACT:** This document in its entirety, which explains the coverage and limitations afforded to **You**.
- **TIRE FAILURE or FAILED TIRE(S):** The inability of any tire to function in the manner for which it was designed, either due to contact with a **Road Hazard**, a defect in materials, or faulty workmanship. This inability to function is not due to misuse or abuse, and specifically excludes normal and excessive wear and tear.
- **VEHICLE:** The **Vehicle** identified on the first page of this **Contract**.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE
STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-855-500-MATRIX (6287) FOR AUTHORIZATION AND INSTRUCTIONS.**

- **WE, US, OUR:** The **Administrator Obligor** listed on the first page of this **Contract**.
- **YOU, YOUR, CONTRACT HOLDER, MY, and I:** The person(s) whose name is listed as the purchaser(s) of this **Service Contract**.

I. CANCELLATION AND RENEWAL

CANCELLATION BY THE FINANCE COMPANY: You hereby authorize the **Finance Company** to cancel this **Contract** on Your behalf in the event: (1) **Your Vehicle** is repossessed, (2) **Your Vehicle** is declared a total loss, or (3) You default in Your obligations to the **Finance Company**. In addition, You authorize the **Finance Company** to be listed as a joint payee and to receive any refund in the event this **Contract** is cancelled.

CANCELLATION BY THE ADMINISTRATOR: The **Administrator** may cancel this **Contract** for material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, or for non-payment of the **Service Contract** price.

CANCELLATION BY THE CONTRACT HOLDER: You may cancel this **Service Contract** at any time by notifying the **Selling Company** or **Administrator** in writing. This notification must include this **Service Contract**. A notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** on the date of the cancellation request may also be required.

CANCELLATION PROVISIONS: If this **Contract** is cancelled within the first thirty (30) days from the **Contract** sale date and no claims have been filed, then You will receive a full refund. If this **Contract** is cancelled after thirty (30) days past the **Contract** sale date or after a claim has been filed, then You will receive a pro rata refund. Pro rata refunds are determined by multiplying the amount You paid for this **Service Contract** by the lesser of the following: (a) the number of covered days remaining on the **Service Contract** divided by the original number of covered days, or (b) the miles of remaining coverage under the **Service Contract** divided by the original number of covered miles. A cancellation fee of \$75 will be charged for all pro rata cancellations made by the **Contract Holder**. In all instances, if there is no **Finance Company**, the refundable amount will be paid to You. If there is a **Finance Company**, the refundable amount will be paid to the **Finance Company**.

NOTE: Transferred **Service Contracts** are not eligible for cancellation refunds. This **Contract** is non-renewable.

J. TRANSFER OF VEHICLE OWNERSHIP

If You sell **Your Vehicle** or if there is any change in the ownership of **Your Vehicle**, You may request to transfer the remaining coverage of this **Contract** to the new owner. This request must be submitted within fifteen (15) days of the change in **Vehicle** ownership. You must notify the **Administrator** of the transfer of ownership in writing and must include the following: a transfer fee of \$50, the name and address of the new owner, and the mileage of the **Vehicle** at the time of transfer. The **Administrator** has the discretion to approve or reject your request to transfer coverage. Copies of all maintenance records showing oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and the **Vehicle** will still be subject to the maintenance requirements as specified in this **Contract** and by the **Vehicle** manufacturer. No handwritten receipts will be accepted.

This **Contract** may not be transferred more than once, may not be assigned to another vehicle, and may not be transferred to a new or used vehicle dealer or anyone other than an individual purchasing **Your Vehicle** for personal use. If You sell **Your Vehicle**, or if there is any change in the ownership of **Your Vehicle** without notifying the **Administrator** as outlined in this section, this **Contract** will terminate.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE
STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-855-500-MATRIX (6287) FOR AUTHORIZATION AND INSTRUCTIONS.**